

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

USDC SDNY  
DOCUMENT  
ELECTRONICALLY FILED  
DOC #: \_\_\_\_\_  
DATE FILED: 11-14-16

UNITED STATES OF AMERICA,  
Plaintiff,

v.

GARY HIRST,  
Defendant.

Case No. 1:15-CR-643 (PKC)

AGREEMENT TO FORFEIT PROPERTY

I, the undersigned, acknowledge pursuant to 18 U.S.C. § 3142(c)(1)(B)(xi) in consideration of the release of the defendant that I and my personal representatives jointly and severally agree to forfeit to the United States of America the following property:

The property located at 900 LAKEWORTH CIRCLE, LAKE MARY, FLORIDA, 32746 and more fully described as:

Lot 1: WATERSEDGE, according to the plat thereof as recorded in Plat Book 47, pages 26 THROUGH 30, INCLUSIVE, Public Records of SEMINOLE County, Florida.

There has been posted with the Court the following indicia of my/our ownership of the property:

Copy of Warranty Deed recorded June 28, 1998 in Seminole County, Florida, attached hereto as Exhibit A.

I further declare under penalty of perjury that I am the sole owner of the property described above and that the property described above is not subject to any lien, encumbrance, or claim of right or ownership except my own and that imposed by this agreement and that I will not alienate, encumber, or otherwise willfully impair the value of my interest in the property.

I further consent that a lis pendens can and shall be filed by the United States of America related to this agreement and the above-described property.

The conditions of this agreement are that the defendant, GARY T. HIRST, is to appear before this court and at such other places as the defendant may be required to appear, in accordance with any and all orders and directions relating to the defendant's appearance in this case, including appearance for violation of a condition of defendant's release as may be ordered or notified by this court or any other United States Court to which the defendant may be held to answer or the cause transferred. The defendant is to abide by any judgment entered in such matter by surrendering to serve any sentence imposed and obeying any order or direction in connection with such judgment.

It is agreed and understood that this is a continuing agreement (including any proceedings on appeal or review) which shall continue until such time as the undersigned are exonerated.

If the defendant appears as ordered or notified and otherwise obeys and performs the foregoing conditions of this agreement, then this agreement is to be void, but if the defendant fails to obey or perform any of these conditions, the property described in this agreement shall immediately be forfeited to the United States. Forfeiture under this agreement for any breach of its conditions may be declared by any United States district court having cognizance of the above entitled matter at the time of such breach, and if the property is forfeited and if the forfeiture is not set aside or remitted, judgment may be entered upon motion in such United States district court against the signing party and/or debtor for forfeiture of the property together with interest and costs, and execution may be issued and the property secured as provided by the Federal Rules of Criminal Procedure and any other laws of the United States of America.

By and through this agreement, I expressly waive any claim or defenses under state law, including but not limited to, Florida Homestead exemption laws, to any demand or claim of forfeiture arising under this bond.

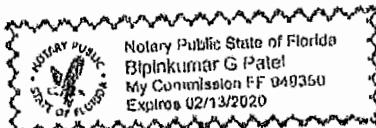
I swear under penalty of perjury that the above information is true and agree to the conditions of this agreement.

This agreement is signed on November 8, 2016 at Altamonte Springs, Florida.

By: Nancy A. Niec  
Nancy A. Niec

Sworn to and subscribed before me this 8<sup>th</sup> day of November, 2016, by Nancy A. Niec, who is personally known to me or produced FLORIDA D/L as identification.

\_\_\_\_\_  
Notary Public



[Additional Signatures on Following Page]

Agreement accepted.

Dated: New York, New York  
November 10, 2016

PREET BHARARA  
United States Attorney for the  
Southern District of New York

by:   
Rebecca Mennelstein  
Assistant United States Attorney

Dated: New York, New York  
November 14, 2016

  
THE HONORABLE P. KEVIN CASTEL  
UNITED STATES DISTRICT JUDGE

## Exhibit A

## This Warranty Deed

Made this 27th day of July A.D. 19 98  
 by SUSAN G. ASGARINIK A SINGLE WOMAN whose mailing address is  
 515 Baywood Court, Alatmonte Springs, Florida 32714

hereinafter called the grantor, to  
**MILDRED HIRST, A SINGLE PERSON**

whose post office address is:  
**300 INTERNATIONAL PARKWAY, SUITE 184  
 HEATHROW, FLORIDA**

hereinafter called the grantee:

Documentary Tax Pd \$ 1183.00  
 \$            Intangible Tax Pd.  
 Milwaukee Notary, Clerk Seminole  
 County Pd:        D.C.

(Whichever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth, that the grantor, for and in consideration of the sum of \$ 10.00  
 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, alienes, remises,  
 releases, conveys and confirms unto the grantee, all that certain land situate in **SEMINOLE**

County, Florida, viz:

**Lot 1, WATERSHEDGE, according to the plat thereof as recorded in  
 Plat Book 47, pages 26 THROUGH 30, INCLUSIVE, Public Records of  
 SEMINOLE County, Florida.**

SUBJECT TO covenants, restrictions, easements of record and taxes for  
 the current year.

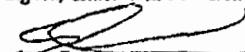
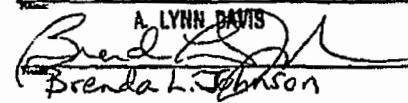
Turn to: Central Florida Title Company  
 320 W. Sabal Palm Pl., Ste. 100  
 Longwood, Florida 32779

Parcel Identification Number: 01-20-29-509-0000-0010  
 Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.  
 To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple;  
 that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants  
 the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is  
 free of all encumbrances except taxes accruing subsequent to December 31, 19 97

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above  
 written.

Signed, sealed and delivered in our presence:

  
A. LYNN DAVIS  
  
Brenda L. Johnson

  
SUSAN G. ASGARINIK

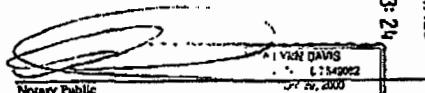
REC'D MAR 14 1999  
 238762  
 CIRCUIT CLERK'S OFFICE  
 SEMINOLE COUNTY, FL

Name: \_\_\_\_\_  
 State of **Florida**  
 County of **Seminole**

The foregoing instrument was acknowledged before me this 27th day of July  
 by  
**SUSAN G. ASGARINIK A SINGLE WOMAN**

who is personally known to me or who has produced **DRIVERS LICENSE**

RECORDED & VERIFIED  
 98 JUL 28 3:24 PM  
 SEMINOLE COUNTY, FL  
 File No: L9911LD

  
 Lynn Davis  
 Notary Public  
 My Name: **Lynn Davis**  
 My Commission Expires: **07-29-2002**

PREPARED BY:  
 RECORD & RETURN TO:  
**CENTRAL FLORIDA TITLE COMPANY**  
**320 WEST SABAL PALM PLACE, SUITE 100**  
**LONGWOOD, FLORIDA 32779**  
 Incident to the issuance of a title insurance contract.

File No: L9911LD

WD-1  
 5/93

